

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BRITISH MARINE PLC,

13 Civ. 00839 (BMC)

Plaintiff,

-against-

ANSWER

AAVANTI SHIPPING & CHARTERING LTD.
ET AL,

Defendants.

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Defendant, Aavanti Shipping & Chartering Ltd. (the “Defendant”), by its attorneys, Wanchoo Law Offices, LLP answering the Second Amended Verified Complaint in Admiralty (the “Complaint”), states upon information and belief as follows:

1. Defendant admits the allegations in paragraph 1 of the Complaint.
2. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint.
3. Defendant admits that it is a foreign corporation organized and existing under and by virtue of the laws of a foreign country or state. Except as expressly admitted herein, it denies the allegations contained in paragraph 3 of the Complaint.
4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint.
5. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint.

6. Defendant admits that it entered into a contract of affreightment/charter party (“COA”) with Plaintiff dated 16 January, 2009, which is annexed as Exhibit A to the Complaint. Except as expressly admitted herein, it denies the allegations contained in paragraph 6 of the Complaint.

7. Defendant admits that pursuant to the terms of the COA certain cargoes were to be shipped on Plaintiff’s vessels. Except as expressly admitted herein, it denies the allegations contained in paragraph 7 of the Complaint.

8. Defendant denies the allegations contained in paragraph 8 of the Complaint.

9. Defendant denies the allegations contained in paragraph 9 of the Complaint.

10. Defendant denies the allegations contained in paragraph 10 of the Complaint.

11. Defendant denies the allegations contained in paragraph 11 of the Complaint.

12. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Complaint.

13. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint.

14. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

15. Defendant denies the allegations contained in paragraph 15 of the Complaint and in the heading immediately preceding that paragraph.

16. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint.

17. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint, except admit that MPGI

guaranteed Defendant's performance of a contract of affreightment between Aavanti and Armada (Singapore) Pte Ltd. in 2006.

18. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint, except admit that the same attorneys acted on behalf of MPGI and Aavanti in the case styled, *Armada (Singapore) Pte Ltd. v. Madhya Pradesh Glychem Indus. Ltd., et al.*, 09-cv-1907 (S.D.N.Y.).

19. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint.

20. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint.

21. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint.

22. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint.

23. Defendant denies the allegations contained in paragraph 23 of the Complaint.

24. Defendant denies the allegations contained in paragraph 24 of the Complaint.

25. Defendant denies the allegations contained in paragraph 25 of the Complaint.

26. Defendant denies the allegations contained in paragraph 26 of the Complaint.

27. Defendant denies the allegations contained in paragraph 27 of the Complaint.

28. Defendant denies the allegations contained in paragraph 28 of the Complaint, except admit that its authorized share capital is HK\$10,000.00.

29. Defendant denies the allegations contained in paragraph 29 of the Complaint.

30. Defendant admits that its director previously filed a declaration in the case *British Marine PLC v. Aavanti Shipping & Chartering Limited, et al.*, 12-cv-8645 [S.D.N.Y.], Dkt. No. 11.

Except as expressly admitted herein, it denies the allegations contained in paragraph 30 of the Complaint.

31. Defendant admits that its director executed the aforementioned declaration in Singapore. Except as expressly admitted herein, it denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint.

32. Defendant denies the allegations contained in paragraph 32 of the Complaint.

33. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint.

34. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint.

35. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint.

36. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint.

37. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint.

38. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint.

39. Defendant denies the allegations contained in paragraph 39 of the Complaint.

**AS TO THE FIRST CAUSE OF ACTION
ALLEGED AGAINST DEFENDANT AAVANTI**

40. Defendant repeats and realleges each and every admission, denial and denial of knowledge or information sufficient to form a belief contained in paragraphs 1 through 39 herein with the same force and effect as if set forth at length.

41. Defendant denies the allegations contained in paragraph 41 of the Complaint.

42. Defendant denies the allegations contained in paragraph 42 of the Complaint.

**AS TO THE SECOND CAUSE OF ACTION
ALLEGED AGAINST THE DEFENDANTS**

43. Defendant repeats and realleges each and every admission, denial and denial of knowledge or information sufficient to form a belief contained in paragraphs 1 through 42 herein with the same force and effect as if set forth at length.

44. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint.

45. Defendant denies the allegations contained in paragraph 45 of the Complaint.

**AS TO THE THIRD CAUSE OF ACTION
ALLEGED AGAINST THE DEFENDANTS**

46. Defendant repeats and realleges each and every admission, denial and denial of knowledge or information sufficient to form a belief contained in paragraphs 1 through 45 herein with the same force and effect as if set forth at length.

47. Defendant denies the allegations contained in paragraph 47 of the Complaint.

48. Defendant denies the allegations contained in paragraph 48 of the Complaint.

**AS TO THE HEADING “RULE B
ATTACHMENT” ALLEGED IN THE COMPLAINT**

49. Defendant repeats and realleges each and every admission, denial and denial of knowledge or information sufficient to form a belief contained in paragraphs 1 through 48 herein with the same force and effect as if set forth at length.

50. Defendant admits that pursuant to the terms of the COA any disputes between Plaintiff and Aavanti are to be referred to arbitration in London with English law to apply.

Except as expressly admitted herein, it denies the allegations contained in paragraph 50 of the Complaint.

51. Defendant admits that it cannot be found in this District for the purpose of Rule B of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions. Except as expressly admitted herein, it denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint.

52. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint.

53. Defendant denies the allegations contained in paragraph 53 of the Complaint.

FIRST AFFIRMATIVE DEFENSE

54. Plaintiff's claims are subject to London arbitration under the terms of the COA. Therefore, the Complaint should be dismissed.

SECOND AFFIRMATIVE DEFENSE

55. Defendant asserts all available defenses under the terms of the COA.

THIRD AFFIRMATIVE DEFENSE

56. This Court lacks *in personam* jurisdiction over Aavanti.

FOURTH AFFIRMATIVE DEFENSE

57. This Court lacks *quasi-in-rem* jurisdiction over Aavanti.

FIFTH AFFIRMATIVE DEFENSE

58. This Court lacks *in-rem* jurisdiction over Aavanti.

WHEREFORE, Defendant, Aavanti Shipping & Chartering Ltd. demand judgment dismissing the Complaint against it and granting Defendant its costs, attorneys' fees and

disbursements in defending this action and all other relief which to this Court may seem just and proper.

Dated: New York, New York
January 6, 2014

Respectfully submitted

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